

1/23/04

01-28-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Heil Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State- Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 1/14/2004

2. Name and address of receiving party(ies)

Name: Delaware Capital Formation, Inc.

Internal Address:

Street Address: 1403 Foulk Road

City: Wilmington State: DE Zip: 19803

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/549,625

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stophel 1000 Tallan Building

Street Address: Two Union Square

City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David J. Hill Name of Person Signing

Signature

1/20/2004

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002902 FRAME: 0305

TRADEMARK ASSIGNMENT

This Assignment is made by The Heil Company, a Delaware corporation having an office and principal place of business in Chattanooga, Tennessee (hereinafter referred to as "Assignor").

WHEREAS, Assignor owns the trademark PIRATE PARTS, which is the subject of pending U.S. Application for Registration No. 76/549,625, which Application was filed on September 22, 2003 (hereinafter referred to as "the Trademark"); and

WHEREAS the Trademark is associated with certain of Assignor's products or those of one or more related companies; and

WHEREAS the Trademark symbolizes at least a portion of the goodwill of Assignor's business; and

NOW, THEREFORE, for and in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

Assignor hereby assigns to Delaware Capital Formation, Inc., a Delaware corporation having an office and principal place of business in Wilmington, Delaware (hereinafter referred to as "Assignee") all right, title and interest in and to the Trademark, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Trademark, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor represents and warrants to Assignee that;

- (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.
- (b) Assignor has full corporate authority to execute this Assignment.
- (c) Assignor is the owner of the Trademark, and no other person or entity has any security interest in the Trademark.
- (d) Any and all licenses to use the Trademark which were previously granted by Assignor have been terminated as of the date of this Assignment.
- (e) Assignor has not abandoned or discontinued use, by itself or a related company, of the Trademark.
- (f) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse effect on the Trademark or the goodwill of the business symbolized thereby. Notwithstanding the foregoing representation and warranty, Assignor does not represent and warrant that the pending application for registration of the Trademark will result in the registration of the Trademark.
- (g) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Trademark, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.

Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Patent Application, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Patent Application, and otherwise fully carrying out the terms of this Assignment.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date set forth below.

THE HEIL COMPANY

By: William Nehr Korn
William Nehr Korn, Vice President

Date: 1-14-04

State of Tennessee)
)
County of Hamilton)

Before me, a notary public in and for said county, appeared on this 14th day of January, 2004, **William Nehr Korn**, who is personally known to me to be the person who is described in and who executed the above instrument, and he acknowledged that he, as Vice President of The Heil Company, executed the same of his own free will for the purposes set forth therein.

Sharon D Caldwell
Notary Public

My commission expires: May 9, 2005

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